



State of Wisconsin
 Department of Employee Trust Funds
 P. O. Box 7931
 Madison, WI 53707-7931

Contract by Authorized Board

Commodity or Service:

Third-Party Administration of Wisconsin Public Employers
 Group Life Insurance Program

Request for Proposal/Contract No:

ETJ0029 - Amendment #6
 Dated: April 8, 2019

Contract Period: January 1, 2016 through December 31, 2021

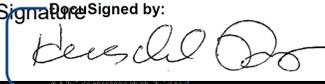
Authorized Board: Group Insurance Board

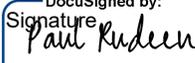
1. This Contract is entered into by and between the State of Wisconsin Department of Employee Trust Funds (Department), on behalf of the State of Wisconsin Group Insurance Board (Board), and the Minnesota Life Insurance Company (MLIC), hereinafter referred to as the "Contractor." The Department is the sole point of contact for Board contracts. Effective January 1, 2016, MLIC completed its brand transition in the group insurance market and going forward will be referred to as Securian Financial Group, Inc. Effective May of 2018, Securian Financial Group, Inc., parent company of MLIC, has completed its brand refresh in the group insurance market and going forward will be referred to collectively as "Securian Financial." Contractor's address and principal officer are listed on page 2 below.
2. Whereby the Department agrees to direct the purchase and the Contractor agrees to supply the Contract requirements in accordance with the terms and conditions of the request for proposal cited above, and in accordance with the Contractor's proposal submitted in response to the request for proposal, which are both made a part of this Contract.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, or at 608.261.7952.
5. For purposes of administering this Contract, the order of precedence is:
 - A) The Contract with MLIC (referred to as Securian Financial Group, Inc.);
 - B) This Amendment #6 dated April 8, 2019, is for the period January 1, 2019 through December 31, 2021, and issued to Group Life Insurance Policy No. 2832-G. On April 16, 2018, the Wisconsin Legislature enacted 2017 Wisconsin Act 362, which includes provisions that change the effective date of termination of life insurance provided under the Wisconsin Retirement System. As a result, the effective date of life insurance termination is changed to the last day of the calendar month in which the employer receives a written notice of cancellation of life insurance from an employee. Because of the passage of 2017 Act 362, modifications to Group Life Insurance Policy No. 2832-G have been made as noted in the attached Minnesota Life Amendment No. 6 Effective January 1, 2019;
 - C) Contract Amendment #5 dated February 13, 2018, is for the period January 1, 2018 through December 31, 2019, and issued to Group Life Insurance Policy No. 2832-G. On September 21, 2017, the Wisconsin Legislature passed Act 59, which includes provisions that eliminate health care coverage under the State of Wisconsin Group Health Insurance Program for domestic partners. Because of the passage of Act 59, modifications to the Group Life Insurance Policy No. 2832-G have been made as noted in the attached Minnesota Life Amendment No. 5 Effective January 1, 2018;
 - D) Contract Amendment #4 dated May 15, 2017 is for the period May 1, 2017 through December 31, 2019 and issued to the Group Life Insurance Policy No. 2832-G (The Board adopted the following policy changes through an amendment to the Wisconsin Administrative Code sec. ETF 10.01 (2) (a) at the November 30, 2016 Administrative Code Change, 2). The eligible spouse and dependents section is amended to meet the Administrative Code Change, and 3). The dependent termination timeframe (9) and (10) is amended to meet the Administrative Code Change. As a result, the policy working effective January 1, 2011 is replaced in its entirety with the following policy language effective May 1, 2017;
 - E) Contract Amendment #3 dated June 2, 2016 is for the period January 1, 2016 through December 31, 2019 and issued to Group Life Insurance Policy No. 2832-G (The Board adopted the following policy changes at the August 2015 and November 2015 meetings) for 1). Eliminate waiting period, 2). Expand spouse and dependent open enrollment for qualifying family status changes, 3). Terminate coverage at the end of the month employment ends, and 4A). Effective date for insurance coverage for employees and dependents is clarified to match administration and clarifies the policy change by Amendment #1 effective February 17, 2016

and Amendment #2 effective January 1, 2017 of page 19 with a new page 19 to revise the medical underwriting performance standards within Section 6.1.D and 6.1.E.;

- F) Contract Amendment #2 dated on July 28, 2015 is for the period January 1, 2016 through December 31, 2016 and issued to Group Life Insurance Policy No. 2832-G (dated February 16, 2015). Additionally, this amendment further clarifies the policy change from Amendment #1 with respect to enrollment opportunities due to a family status change. Specifically, Amendment #2 clarifies that "If an employee established a domestic partnership in accordance with item (b) (Amendment 1) and subsequently marries the person to whom the employee had established a domestic partnership, the marriage will not be considered a family status change for purposes of this section;
- G) February 7, 2012, issued the Contract Amendment #1 to Group Life Insurance Policy No. 2832-G. The amendment modifies enrollment opportunities and is effective May 1, 2012;
- H) Group Insurance Policy No. 2832-G issued by MLIC to the Board, including all exhibits, attachments and amendments;
- I) Wisconsin Public Employers Group Life Insurance Program Administrative Agreement, including all exhibits, attachments and amendments;
- J) The technical and cost proposals for RFP ETJ0029 submitted by Minnesota Life Insurance Company (MLIC) dated April 2, 2010; and,
- K) RFP ETJ0029 dated February 22, 2010, including all appendices, attachments and amendments.

Contract Number & Service: ETJ0029 Amendment #6 - Third-Party Administration of Wisconsin Public Employers Group Life Insurance program

State of Wisconsin Department of Employee Trust Funds
Authorized Board Group Insurance Board
By (Name) Herschel Day
Title Chair, State of Wisconsin Group Insurance Board
Signature Signed by: 
Date (MM/DD/YYYY) 4/26/2019
Contact John Voelker, Deputy Secretary, if questions arise: (608) 266-9854

Contractor
Legal Company Name Minnesota Life Insurance Company
Trade Name
Taxpayer Identification Number 41-0417830
Company Address (City, State, Zip) 400 Robert Street North, St. Paul, MN 55101-2098
By (Name) Paul Rudeen
Title Vice President & Actuary-Group Insurance 651.665.4895/Paul.Rudeen@securian.com
DocuSigned by: Signature 
Date (MM/DD/YYYY) 4/23/2019

Minnesota Life Insurance Company • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 2011 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

As a result of Wisconsin Act 362, the effective date for when insurance terminates is changed to the last day of the calendar month in which the employer receives a written notice of cancellation of such insurance from the employee. The notice must be on a form provided by the Department. A notice of cancellation may be withdrawn only by a written request to the employer or the Department which is received prior to the termination of coverage.

As a result the following sections are replaced:

A. TERMINATION bullet (4) - Page 10.

TERMINATION

Insurance on any spouse or dependent shall terminate automatically on the earliest of the following dates:

- (1) The last day of the calendar month in which the employee terminates employment; or
- (2) The date the employee meets any of the conditions specified in the section entitled "Termination of Employee's Insurance" or reaches age 70; or
- (3) For an individual whose premiums are waived under the section entitled "Coverage During Disability – Waiver of Premium Benefit," the date the individual reaches the insurance reduction age; or
- (4) The last day of the calendar month in which the employer receives a written notice of cancellation of this insurance from the employee. The notice must be on a form provided by the Department. A notice of cancellation may be withdrawn only by a written request to the employer or the Department which is received prior to the termination of coverage; or
- (5) For a dependent, the date of qualification for insurance as an eligible employee under Wis. Stats. §40.02(25); or
- (6) For a spouse, the date a divorce decree is entered; or
- (7) Ninety days after the death of the employee; or
- (8) For a dependent other than one described in (10) below, upon reaching age 26.
- (9) For a dependent incapable of self-support due to a physical or mental disability which can be expected to be of long-continued or indefinite duration who would not otherwise be eligible, the date disability ceases.
- (10) The date this coverage is terminated.

Insurance coverage shall be considered lapsed if an employee who is receiving earnings fails to make required premium payments during a consecutive 60-day period, commencing with the first day for which premiums have not been paid, except where the employer has elected to pay the entire premium for all its employees as described in the section entitled "Employer Contributions." Cancellation under this provision shall not preclude the employee from obtaining life insurance coverage after the 60 days have elapsed, if premiums were omitted as a result of employer payroll deduction error as defined in the section entitled "Employer Error and all past due premiums are paid."

B. Termination of Employee's Insurance bullet (3) Page 14

Termination of Employee's Insurance

The insurance coverage on any employee insured under this policy shall terminate automatically on the earliest of the following dates:

- (1) The last day of the calendar month following the month in which the employee terminated employment from the employer if this occurs before the employee becomes entitled to insurance as provided in the section entitled "Coverage During Disability – Waiver of Premium Benefit," or before the employee qualifies for continuation of insurance pursuant to Wis. Stats. §40.72(4). If premiums are due under Wis. Stats. §40.05(6)(d), coverage will not be continued unless the employee either a) begins a Wisconsin Retirement annuity which is effective within 31 days after insurance under this policy terminates or b) applies to continue group life insurance coverage on an application form which is received by the Department within 31 days after insurance under this policy terminates.
- (2) Thirty days after the date of expiration of an authorized unpaid leave for the period permitted under the section entitled "Coverage During Employment Gaps."
- (3) The last day of the calendar month in which the employer receives a written notice of cancellation from the employee or the Department receives a written notice from the retired employee. The notice must be on a form provided by the Department. A notice of cancellation may be withdrawn only by a written request to the employer or the Department which is received prior to the termination of coverage.
- (4) The date to which employee premiums are paid if an employee who is not receiving earnings or a former employee who is continuing coverage under Wis. Stats. §40.72(4), fails to pay the required employee premiums within 30 days thereafter.
- (5) For coverage continuing under Wis. Stats. §40.72(4), the date to which premiums are paid for the continuing coverage after the insured again becomes employed by a participating employer and enrolls for coverage as an eligible employee as provided in the section entitled "Enrollment for Insurance." In no instances can someone be insured simultaneously under continuing coverage and coverage as a new employee.
- (6) The 70th birthday for active employees, except for Basic insurance and Additional insurance. Additional insurance terminates on the date the employee terminates employment, unless otherwise canceled or terminated as provided in this section.
- (7) The date this policy is terminated, except as provided under the section entitled "Coverage During Disability – Waiver of Premium Benefit."

Insurance coverage shall be considered lapsed if an employee who is receiving earnings fails to make required premium payments during a consecutive 60-day period, commencing with the first day for which premiums have not been paid, except where the employer has elected to pay the entire premium for all its employees as described in the section entitled "Employer Contributions." Cancellation under this provision shall not preclude the employee from obtaining life insurance coverage after the 60 days have elapsed, if premiums were omitted as a result of employer payroll deduction error as defined in the section entitled "Enrollment for Insurance and all past due premiums are paid.

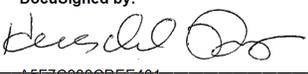
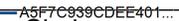
An insured may cancel any of the life insurance plans in the Program without canceling other plans except for the Basic Plan which if canceled will automatically cancel all of the other life coverages.

Unless canceled or otherwise terminated as provided above, all Supplemental and Additional Plan insurance shall automatically terminate on the date a retired employee attains his or her insurance reduction age.

Minnesota Life Insurance Company this 9th day of November, 2018.

By 
Vice President and Actuary SEM

The State of Wisconsin Group Insurance Board this ~~XXXXXXXXXXXXXXXXXXXX~~ 4/26/2019 day of ~~XXXX~~, 2018

DocuSigned by:

By 
Chairman